

AIMING CHANGE FOR TOMORROW (ACT)
PURCHASING TERMS & CONDITIONS

Unless the context indicates otherwise, the term "Bidder" refers to ACT. The term "Bidder" refers to the entity named on the order and contracting with the Bidder. The term "Contract" can be taken to mean either (a) the purchase order or (b) the supply agreement, whichever is in place.

GENERAL TERMS AND CONDITIONS

- 1)Price: The prices stated on the order shall be held Bidder for the period and / or quantity unless specifically stated otherwise
- 2)Source of Instructions: The Bidder shall not seek nor accept instructions from any source external to ACT in relation to the performance of the contract.
- 3)Assignment: The Bidder shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Bidder .
- 4)Corruption: The Bidder shall not give, nor offer to give, anyone employed by the Bidder an inducement or gift that could be perceived by others to be a bribe. The Bidder agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts
- 5) Confidentiality : All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Bidder under the contract shall be the property of ACT and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Bidder upon request.
 - 5.1 The Bidder may not communicate at any time to any other person, government or authority external to ACT , any information that has been compiled through association with ACT which has not been made public except with written authorization from the Bidder . These obligations do not lapse upon termination of the contract
- 6)Use of Emblem or Name: Unless otherwise agreed in writing; the Bidder shall not advertise nor make public the fact that it is supplying goods or services to the Bidder , nor shall the Bidder in any way whatsoever use the name or emblem of ACT in connection with its business or otherwise.
- 7)Observance of Law: The Bidder shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.
- 8)**Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

8.1 In the event of and as soon as possible after the occurrence of any cause deemed force majeure, the Bidder must inform the Bidder of the full particulars in writing. If the Bidder is rendered unable either in part or in whole to perform its obligations then the Bidder shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

8.2 If the Bidder is permanently rendered incapable in whole or part by reason of force majeure to complete its obligations and responsibilities under the contract then the Bidder will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation

9) Cancellation: The Bidder reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Management of ACT and/or lack of funding. In such a case the Bidder shall be reimbursed by ACT for all reasonable costs incurred by the Bidder, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

9.1 Should the Bidder encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the Bidder reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions

10)Warranty: The Bidder shall provide the Bidder with all manufacturers' warranties. The Bidder warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Bidder shall promptly rectify the defect. If the defect is permanent then at the choice of the Bidder the Bidder will either replace the item at their cost or reimburse the Bidder .

11)Loss and Indemnity: The Bidder shall compensate the Bidder in full on demand for all loss, damage or injury to the Bidder which results from the Bidder s failure to comply with the Contract (whether negligent or otherwise).

12)Insurance: The Bidder shall be at all times fully insured with a reputable insurer against all insurable liability under the Contract.

13)Inspection and Test: The Bidder must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Bidder reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Bidder s' opinion, the goods and/or services do not comply with the specification, the Bidder will inform the Bidder in writing. In such a case the Bidder shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Bidder

14)Changes: The Bidder reserves the right to make reasonable changes at any time to the

14)Changes. The Bidder reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Bidder and Bidder may negotiate an equitable adjustment to the contract, provided that the Bidder claims for adjustments in writing to the Bidder within 3 days from being notified of any change

15)Export License: If an export license or licenses are required for the goods, the Bidder has the responsibility to obtain that license or licenses

16)Payment Terms: Unless otherwise agreed, payment terms will be 10 working days from the receipt of goods and invoice

17)Ethics: The nature of ACT operations necessitates that the Bidder must maintain ethical and moral standards including but not limited to, no discrimination on the basis of race, gender, religion or age, avoidance of materials/services provided with the use of slavery including child labor. Failure to maintain such standards, in the opinion of the Bidder, may result in termination of the business relationship between the Bidder and Bidder

18)Rights of ACT : Should the Bidder fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed

Delivery date(s), the Bidder may, after giving reasonable notice to the Bidder, exercise one or more of the following rights:

Procure all or part of the goods from an alternate source, in which event the Bidder may hold the Bidder liable for additional costs incurred.

Refuse to accept all or part of the goods. Terminate the contract

19)No Agency: This order does not create a partnership between the Bidder and Bidder or make one party the agent for the other for any purpose.

20)Severability: If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable law, such provision will be deemed amended to conform to applicable law so as to become valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.

21)Jurisdiction Clause: The Contract shall be governed by Pakistani law and the Bidder consents to the exclusive jurisdiction of the Pakistani courts in all matters regarding it except to the extent that the Bidder invokes the jurisdiction of the courts of any other country.

22)Waivers and Variations:

22.1 A failure to exercise or delay in exercising a right or remedy provided by the Contract or

by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Contract or by law prevents further exercise of the right or remedy or the exercise of another right or remedy

22.2 No variation of the Contract shall be effective unless it is made in writing and signed by each of the parties.

23) Service of Notices

23.1 Any notice given under the Contract shall be in writing and may be served:

Personally;

By registered or recorded delivery mail;

By facsimile transmission (conBidder ed by post);

By any other means which any party specifies by notice to the others

23.2 Each party's address for the service of notice shall be at their registered address or such other address as specified by notice to the others.

23.3 A notice shall be deemed to have been served:

If it was served in person, at the time of service;

If it was served by post, 48 hours after it was posted; and

If it was served by facsimile transmission, at the time of transmission.

ACT Ethical Purchasing Policy

ACT seeks to purchase goods and services which:

Are produced and delivered under conditions that do not involve the abuse or exploitation of any persons.

Have the least negative impact on the environment

Regarding the required Code of Conduct for Bidder s, this is summarized as follows

Employment is freely chosen.

The rights of staff to freedom of association and to collective bargaining are respected.

Working conditions are safe and hygienic. No exploitation of children.

Wages paid are adequate to cover the cost of a reasonable living. Working hours are not excessive.

No discrimination is practiced.

Regular employment is provided.

No harsh or inhumane treatment of staff is allowed